

City of Santee
Department of Development Services



REQUEST FOR BID (RFB)
FOR
TRAFFIC SIGNAL ETHERNET SWITCHES
CIP 2018-13

DUE: 10:00 A.M. – SEPTEMBER 28, 2017

PUBLIC BID OPENING: YES

September 7, 2017
10601 Magnolia Avenue
Santee, CA 92071
(619) 258-4100 ext. 190

REQUEST FOR BIDS
TRAFFIC SIGNAL SWITCHES

NOTICE INVITING BIDS
September 7, 2017

The City of Santee ("City") invites sealed bids for **TRAFFIC SIGNAL ETHERNET SWITCHES** equal to, or better than as required in the Technical Provisions due in the Office of the City Clerk located at 10601 Magnolia Avenue, Building 3, Santee, CA 92071 by 10:00 AM on Thursday, September 28, 2017.

Opening of Bids: At the date and time specified above for the opening of bids, each and every bid received prior to the scheduled closing time for receipt of bids will also be opened. If any bid is otherwise irregular or informal, the facts will be noted at that time. Bidders or their representatives and other interested persons may be present at the opening of bids. Late bids will be returned unopened.

The City of Santee complies with the Americans with Disabilities Act. If you require reasonable accommodations for the bid opening (if applicable), please contact the Office of the City Clerk at least forty-eight (48) hours in advance.

Work To Be Done includes furnishing all labor, materials, supplies, tools, equipment, supervision, transportation, delivery, and other accessories, services, and facilities necessary to complete the Work (order) as specified herein including but not limited to furnishing and delivering one 10G field hardened fiber switch, eleven 1G field hardened fiber switches, field hardened power supplies and 1G field hardened SFP modules.

Contract Documents may be examined and/or obtained on the City's website at www.cityofsanteeca.gov, the Department of Development Services, 10601 Magnolia Avenue, Building 4, Santee, CA 92071 or mailed upon request. All bid documents related to this solicitation will be posted by the City on the City's website as indicated above. In the event this RFB is obtained through any means other than the City's website, the City will not be responsible for the completeness, accuracy or timeliness of the RFB document. It is the bidder's responsibility to ensure that the most complete and current version of the bid document has been downloaded or otherwise obtained, including any addenda. Bids received without acknowledgment of applicable addenda may be rejected.

Each Bid Must Be Submitted to the City Clerk's Office on the Bid Proposal form contained herein. Bids must be prepared in ink or typewritten and signed by the bidder. **Bids must be submitted in a sealed envelope bearing on the outside the name of bidder, bidder's address, bid number, bid due date, and bid title. If is submitted by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to City Clerk - City of Santee, 10601 Magnolia Avenue, Santee, CA 92071. Bids not properly submitted will be rejected.** Electronic bids are not acceptable. Each bid shall remain good for a minimum of sixty (60) days after bid opening.

Non-Collusion Declaration: Public Contracts Code Section 7106 requires bidders to submit an affidavit of non-collusion with their bids. This form is included with the bid package and must be signed under the penalty of perjury and dated.

Bid Responses: Bidders shall place a bid for each item in the bid package. If a bidder fails to bid on a minimum of ninety percent (90%) of the line items in each category, the bid for the bid package may be deemed incomplete and non-responsive by the City.

Verification: The quantity of Work to be done under this Contract is estimated and the City shall not be held responsible for the data or information relative to the City's estimated quantity. Before undertaking the Work, the Vendor shall carefully study and compare the Contract Documents for any discrepancies, inconsistencies, ambiguities, conflicts, or other errors in them or between the Contract Documents and areas, and check and verify actual areas, and shall bear all costs for any error in the Work resulting from its failure to so compare and verify.

Request for Information: Should a bidder have questions, or find discrepancies in, or omissions from the specifications, or should bidder be in doubt as to their true meaning, bidder may submit a **written request for information** thereof **by 5:00 PM on Thursday, September 21, 2017,** to the Department of Development Services at the address below:

City of Santee
Attn: Jeff Morgan, Senior Traffic Engineer
10601 Magnolia Avenue
Santee, CA 92071

Voice: (619) 258-4100, ext. 190
Fax: (619) 562-9376
jmorgan@cityofsanteeca.gov

Questions and requests received after that date and time will be reviewed at City's discretion and may not be considered. Bidders are responsible for confirming that questions are received by City. Any interpretation of, or change in the proposed documents will be made only by an addendum and shall become part of any contract awarded. The City will not be responsible for any other explanation or interpretations.

Public Record: All bids submitted in response to the Notice Inviting Bids become the property of the City and are public records to the extent permitted by law, and as such, may be subject to public review.

Filing of Bid Protests. Bidders may file a "protest" of a Bid with the City's City Clerk. In order for a bidder's protest to be considered valid, the protest must:

- (a) Be filed in writing, signed, and submitted to the City Clerk's Office within five (5) calendar days after the bid opening date. Should the fifth day fall on a weekend or holiday, the deadline for filing shall be 5:00 PM on the next business day. Electronic or facsimile submittals will be acceptable so long as a copy of the signed document is attached.
- (b) Clearly identify the specific irregularity or accusation.
- (c) Clearly identify the specific City staff determination or recommendation being protested.
- (d) Specify, in detail, the grounds of the protest and the facts supporting the protest.
- (e) Include all relevant, supporting documentation with the protest at time of filing.

If the protest is not signed and/or does not comply with each of these requirements, it will be rejected as invalid.

If the protest is valid, the Senior Engineer, Director of Development Services or other designated City staff member, shall review the basis of the protest and all relevant information. The City Clerk will provide a written decision to the protestor. The protestor may then appeal the decision of Senior Engineer, Director of Development Services, or other designated City staff member to the City Council.

GENERAL PROVISIONS

1. General Information: The City of Santee, California, is requesting sealed bids for the item(s) specified on the attached form. Bids shall be all-inclusive and written in ink or typewritten. Submission of a bid shall be prima facie evidence that the bidder has made such verification and is satisfied as to the conditions to be encountered in providing the goods and/or services.

2. Form of Bid: The bid shall be made on the attached form. If the form is deemed inadequate, additional information may be submitted with the proposal, via an attachment of catalogs, drawings, photographs or a letter.

All bid amounts shall be represented in figures. Should there be an error in calculation; unit price shall prevail. Any error in the addition or multiplication of the amounts constituting the items of the Bid Proposal forms will be corrected and such correct total(s) shall be used to determine the successful bidder. All prices or sums shall include all applicable sales and other taxes.

3. Deadline: Bids shall be delivered on or before the date and time specified. Facsimile not accepted. Late bids will be returned unopened.

4. Award or Rejection: Award shall be based on the lowest responsive responsible bid on the basis of the Grand Total Bid Amount (Base Bid). The City reserves the right to reject any or all bids, to accept or reject any one or more items of a bid, to waive any irregularities or informalities in the bid, to increase or decrease quantities originally specified or not to proceed with an order at all.

5. Products: All merchandise shall be NEW and UNUSED, first quality, with the latest design features.

6. Brand Name: Manufacturer names, trade names, brand names, model and/or catalog numbers used in these provisions/specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive therefore bids will be considered for alternate brands that meet or exceed the quality of the specifications listed for any item. Conditional bids will not be accepted. **Determination of acceptability of any product offered, including the equivalent/alternate product, shall be the sole discretion of the City of Santee regardless of low bid.** Bidder must be an authorized retailer and service center for all products bid.

All responses must meet or exceed the item(s) specified and be in nontechnical language. Exceptions and variations to the specifications must be noted next to the applicable requirement. Exceptions and variations to specifications may be determined by City to be unfavorable or immaterial. If no exceptions are taken to the specifications, the vendor warrants that the merchandise offered is as specified. FAILURE TO MEET OR EXCEED SPECIFICATIONS SHALL RENDER THE BID NON-RESPONSIVE. If additional space is required, bidders are advised to attach additional sheets.

7. Environmentally Preferable Products and Services: Bidders are encouraged to offer environmentally preferable products and services whenever possible, including products and services that are produced or delivered with minimal use of virgin materials and maximum use of recycled materials so as to reduce waste, energy usage, water utilization, and toxicity.

8. Contract: Unless the City of Santee and the Vendor have both signed a separate written agreement, a purchase order and any referenced attachments constitute the City's offer to Seller/Vendor and shall become a binding contract on Seller's acceptance through acknowledgement or commencement of performance.

9. All Shipments to be F.O.B. Delivered: Vendor shall assume full responsibility and costs for all transportation, transportation scheduling, packing, handling, insurance, postage, freight, express, delivery and other services associated with delivery of all products deemed necessary to complete the order. It is understood that Vendor agrees to deliver F.O.B. destination, with no freight charges to the City. All items furnished shall be subject to the inspection of the City, and unsuitable items may be rejected.

10. Taxes: Unless otherwise provided herein or required by law, Vendor, except out-of-state*, assumes exclusive liability for, and shall pay before delinquency, all sales, use, excise and other taxes, charges or contributions of any kind now or hereafter imposed on or with respect to, or measured by the articles sold or material or work furnished hereunder on the wages, salaries or other remuneration's paid to persons employed in connection with the performance of the purchase; and Vendor shall indemnify and

hold harmless the City of Santee from any liability and expense by reason of Vendor's failure to pay such taxes or contributions. *NOTE: Out-of-state vendors without a California Sales and Use Tax Permit should not include sales tax on their invoice. City will pay the use tax directly to the California State Board of Equalization.

11. Payment: The time period allowed for payment is thirty (30) days (Net 30) which shall commence upon receipt of Vendor's invoice or upon receipt of the goods or services, whichever is later.
12. Change Orders: The City shall have the right to revoke, amend or modify an order at any time. Vendor's receipt of City's written change order without response received by the City within ten (10) days or Vendor's shipment or other performance reflecting the change, whichever occurs first, shall be Vendor's acceptance of the change without any price or other adjustments. **Substitutions, Changes and Prices** other than specified must be authorized in writing by the City.
13. Additional or Inconsistent Terms: Any term or condition set forth in any acknowledgment form provided to City by Vendor which is in any way different from, inconsistent with, or in addition to the terms and conditions of the City's Purchase Order will not become a part of the Purchase Order nor be binding on City. If Vendor objects to any term or condition set forth therein, this objection must be in writing and received by City's Purchasing Agent identified on the Purchase Order prior to Vendor's delivery of product(s) or services. Notwithstanding such notice, waiver or modification of any term or condition shall occur only if agreed in writing by City.
14. Assignment or Subcontracting: No performance of an order or any portion thereof may be assigned or sub-contracted by the Vendor without the express written consent of the City, which may be withheld for any reason. Any attempt by the Vendor to assign or sub-contract any performance of an order without the express written consent of the City shall be invalid and shall constitute a breach of the Purchase Order.
15. Artwork, Designs, Etc.: (a) If the goods are to be produced by Vendor in accordance with designs, drawings or blueprints furnished by City, Vendor shall return same to City upon completion or cancellation of an order. Vendor shall not use such designs and the like in the production of materials for any third party without City's written consent. Such designs and the like involve valuable property rights of City and shall be held confidential by Vendor. (b) Unless otherwise agreed herein, Vendor at its cost shall supply all materials, equipment, tools and facilities required to complete an order. Any materials, equipment, tools, artwork, designs or other properties furnished by City or specifically paid for by City shall be City's property. Any such property shall be used only in filling orders from City and may on demand be removed by City without charge. Vendor shall use such property at its own risk, and shall be responsible for all loss of or damage to the same while in Vendor's custody. Vendor shall at its cost store and maintain all such property in good condition and repair.
16. Title: Vendor warrants that any article, material or work is free and clear of all liens and encumbrances whatsoever, and that Vendor has a good and marketable title to same, and Vendor agrees to hold City free and harmless against any and all claimants to said article, material or work. Title to the materials and supplies purchased hereunder shall pass to the City at the F.O.B. point designated on the face hereof, subject to the right of the City to reject upon inspection.
17. Warranty and Quality Inspection: Vendor warrants that all articles, materials and work furnished shall be good quality and free from defects, shall conform to drawings and/or specifications and shall be merchantable quality and fit for the purpose for which purchased, and shall be at all times subject to City's inspection; but neither City's inspection nor failure to inspect shall relieve Vendor of any obligation hereunder. In addition, all products or goods shall include the manufacturer's full United States warranty and terms of any warranty offered by the manufacturer to Vendor shall be included in the bid and extend to the City. If, in City's opinion, any article, material or work fails to conform to specifications or is otherwise defective, Vendor shall promptly replace same at Vendor's expense. No acceptance or payment by City shall constitute a waiver of the forgoing, and nothing herein shall exclude or limit any warranties implied by law.
18. Acceptance of Goods: Upon receipt of the goods, the City, at its option, may conduct a ten (10) business day on-site acceptance test. The acceptance test of the goods will be conducted for the purpose of demonstrating, that, in City's sole opinion, such goods performs in accordance with the manufacturer's specifications. In the event, the goods do not successfully pass the acceptance test,

City shall notify the Vendor, in writing, specifying in reasonable detail in what respects the goods failed to perform. Vendor shall immediately correct any deficiencies, disclosed by the acceptance test. City may repeat the ten (10) business days test again until the goods have successfully passed the acceptance test.

19. **Right to Cancel:** City shall have the right to cancel at any time for Vendor's breach of any provisions of an order, including failure to meet their stated delivery schedule. City may cancel all or any portion of an order if Vendor, in City's judgment, is failing to make sufficient progress as to endanger performance of this order in accordance with its terms.
20. **Time for Performance and/or Delivery:** Time is of the essence in the performance and/or delivery of services and/or items procured. If service and/or delivery cannot be provided by the specified time, Vendor shall promptly notify City of the earliest possible date for performance and/or delivery. Notwithstanding such notice, if Vendor, for any reason whatsoever, fails to fulfill the obligations of the order within the time specified, City may terminate an order or any part thereof without liability except for work previously performed and/or items already delivered and accepted.
21. **Indemnification:** To the fullest extent permitted by law, the Vendor shall indemnify, defend with counsel of the City's choosing and hold harmless the City, the City Council, and each member of the City Council, its officers, employees, volunteers, and agents from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorneys' fees, arising out of or in connection with the performance of the Work, both on and off the job site, provided that any of the foregoing (1) is attributable to or connected with personal injury, bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use therefrom, and (2) is caused in whole or in part by any act, error, or omission of the Vendor, any subcontractor, any supplier, anyone directly or indirectly employed by any of them or anyone for whose acts, errors, or omissions any of them may be liable, regardless of whether or not it is caused in part by any act, error, or omission (active, passive, or comparative negligence included) of any party indemnified hereunder; provided however, that nothing herein shall relieve any party indemnified hereunder from liability to the extent that such liability arises from such party's sole established negligence, willful misconduct, or active negligence. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person indemnified in this section on indemnity. Vendor's obligation to indemnify City shall not be restricted to insurance proceeds.
22. **Insurance:** At all times during performance of the Work under the contract made pursuant to a successful Bid, and for twelve (12) months following completion of all Work, Vendor shall maintain Commercial General Liability, Automobile Liability, and Workers' Compensation/Employer's Liability Insurance in forms and amounts from qualifying insurers as specified below:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence / \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	1,000,000 per occurrence for bodily injury and property damage
Workers' Compensation / Employer's Liability	\$1,000,000 per occurrence

Coverage for Commercial General Liability insurance shall be at least as broad as ISO Form CG 0001. Coverage for Automobile Liability Insurance shall be at least as broad as ISO Form CA 0001 (ed. 6/92) covering automobile liability, Code 1 (any auto). Coverage for Workers' Compensation / Employers' Liability Insurance shall be in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof. All such policies shall name the City, the City Council and each member of the City Council, its officers, employees, agents and volunteers as Additional Insureds under each policy. Any insurance provided under these Contract Documents may utilize deductibles or a self-insured retention, subject to written approval by the City.

Further, Vendor will provide the certificates of insurance and endorsements as required under the Contract Documents.

23. Compliance with Law: Vendor warrants that it will comply with all federal, state, and local laws, ordinances, rules and regulations applicable to its performance under a Purchase Order. Vendor shall procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. All equipment and materials shall comply with all federal, state and local safety rules and regulations including OSHA.
24. Default: If the Vendor willfully violates any of the conditions or covenants of an order, including refusal or failure to prosecute the Work or any separable part thereof with diligence and in accordance with the schedule specified by a Purchase Order, or if the Vendor should be adjudged a bankrupt, or if Vendor should make a general assignment for the benefit of Vendor's creditors, or if a receiver should be appointed on account of Vendor's insolvency, or the Vendor or any of Vendor's subcontractors should violate any of the provisions of a Purchase Order, the City may serve written notice upon the Vendor of the City's intention to terminate the Purchase Order. This notice of intent to terminate shall contain the reasons for such intention to terminate the Purchase Order, and a statement to the effect that the Vendor's right to perform the Purchase Order shall cease and terminate upon the expiration of ten (10) days unless such violations have ceased and arrangements satisfactory to the City have been made for correction of said violations.
25. Governing Law: Purchases shall be deemed to be made in the County of San Diego, State of California and shall in all respects be construed and governed by the laws of California.

TECHNICAL PROVISIONS**26. Specifications****A. 10 G Field Hardened Switch**

The 10 G switch shall be Etherwan model EX77964-8VWR or approved equal and shall have the following minimum specifications:

- Rack mounted 1U unit
- Field hardened for operating temperatures of -40 degrees C to 75 degrees C
- Managed Layer 2 technology to allow port based VLANs and redundant protocol RSTP/MSTP
- Four (4) 1G/10G SFP ports (single mode duplex)
- Eight (8) 100Mb/1G combo RJ45/SFP ports (single mode duplex)
- Sixteen (16) 10Mb/100Mb/1G RJ45 copper ports
- Dying gasp feature that sends an email the moment the device loses power
- Port monitoring that will alert the user via email when a port has failed
- Internal universal 90-260 VAC power supply

B. 1 G Field Hardened Switch

The 1G fully managed field hardened switch shall be Etherwan model EX73931-0VB or approved equal and shall have the following minimum specifications:

- Din rail mounted
- Field hardened for operating temperatures of -40 degrees C to 75 degrees C
- Managed Layer 2 technology to allow port based VLANs and redundant protocol RSTP/MSTP
- Four (4) 1G SFP ports (single mode duplex)
- Twelve (12) 10Mb/100Mb/1G RJ45 copper ports.
- Dying gasp feature that sends an email the moment the device loses power
- Port monitoring that will alert the user via email when a port has failed

C. Power Supply

The power supply shall be Etherwan model SDR-120-48 or approved equal and shall have the following minimum specifications:

- Din rail mounted
- Field hardened for operating temperatures of -25 degrees C to 70 degrees C
- 48V output
- 120W rated power
- 5A rated current

D. 1G Field Hardened 10Km SFP module

The 1G SFP shall be Etherwan model EX-1250TSP-MB4L-AS or approved equal and shall have the following minimum specifications:

- Single mode duplex fiber
- 1 Gigabit speed
- Field hardened for operating temperatures of -40 degrees C to 75 degrees C
- 10 km range

27. Product Assembly: All items shall be delivered fully assembled and ready for immediate use.

28. Delivery Location: City Hall, Attn: Jeff Morgan, 10601 Magnolia Ave, Santee, CA 92071

29. Sample Product: Prior to awarding the bid, the City reserves the right to request additional information including technical specifications, operation & maintenance manuals and product literature of the product(s) offered in order to determine acceptability. Should a sample of any product be requested, Vendor shall provide an exact duplicate of the product(s) offered, fully assembled and ready for immediate use, within seven (7) working days after a written request is made by the City via Email, Facsimile or US Mail. Sample product(s) may be retained for up to thirty (30) days for inspection and/or testing and will be returned in the condition it was received. Delivery and pick-up of all sample items

shall be provided by Vendor at Vendor's expense. Pick-up shall occur within seven (7) working days after Vendor is requested to do so by the City.

30. Public Agency Clause: Other public agencies (e.g. city, county, public corporation, political subdivision, school district, or special district) may want to participate in any award as a result of this bid. Pursuant to Public Contract Code sections 20118 and 20652 and any other applicable provisions of law, school districts, community college districts and any other public agencies may purchase from this Bid under the same terms and conditions of this Bid. The City of Santee shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the successful bidder. This option shall not be considered in bid evaluation.

REQUEST FOR BIDS

BID PROPOSAL

TRAFFIC SIGNAL ETHERNET SWITCHES

Documents to be SUBMITTED

By Bidder

BID PROPOSAL
TRAFFIC SIGNAL ETHERNET SWITCHES
SIGNATURE SHEET

Bidder agrees that his or her bid shall remain open and not be withdrawn for a period of sixty (60) days from the date for opening bids. Bidder also agrees that if he or she is the successful bidder he or she will provide the certificates of insurance and endorsements as required under the Contract Documents within ten (10) days after receipt of Notice of Award.

Failure to complete all information may render your bid non-responsive [***Indicate not applicable ("N/A") where appropriate.***]

Name of Bidder / Company: _____

Address: _____

Telephone No.: (____) _____ Facsimile No.: (____) _____

Email: _____

Receipt of Addenda: #___ #___ #___ is hereby acknowledged. ☐ check for none. _____ Initials

Public Agency Clause:

Please indicate whether or not this bid will be extended to other agencies:

_____ Yes _____ No _____ **Initials**

By signing below, I attest that I am an authorized representative / agent, that I am authorized by my signature to bind this company contractually and certify under penalty of perjury the accuracy of the representations made on the Bid and related forms.

DATE: _____

SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

BID PROPOSAL
TRAFFIC SIGNAL ETHERNET SWITCHES
BID FORM

Submitted herewith is our bid for TRAFFIC SIGNAL ETHERNET SWITCHES as specified in the Contract Document. Any deviations from these specifications are duly noted and additional information is attached

Prices shall include all payroll costs, overhead costs, insurance costs, delivery costs and any other costs associated with securing and maintaining the products specified herein. The Grand Total Bid Amount (Base Bid) set forth below will be used to determine the lowest responsive responsible bid. The Unit Price set forth in the bid shall be used whenever it becomes necessary to add or delete an item or items. See Technical Provisions on Page 8 for additional item information.

Item Description		Unit Price	QTY	Extended Price			
10G Field Hardened Switch		\$	1	\$			
1G Field Hardened Switch		\$	11	\$			
Power Supply		\$	11	\$			
1G SFP Modules		\$	22	\$			
Material offered by Bidder:							
10G Switch	Manufacturer:	Model Number:					
1G Switch	Manufacturer:	Model Number:					
Power Supply	Manufacturer:	Model Number:					
SFP Module	Manufacturer:	Model Number:					
Minimum Required Features Are as Specified for all, Yes (Y) or No (N), circle one							
NOTE: Bidder to provide a detailed spec sheets with submittal of Bid.							
SUBTOTAL			\$				
CA SALES TAX @ 7.75%			\$				
DELIVERY			FOB DEST.				
GRAND TOTAL BID AMOUNT (BASE BID)			\$				

In case of discrepancy between the unit price and the extended price set forth for a unit basis item, the unit price shall prevail and, shall be utilized as the basis for determining the lowest responsive, responsible bidder. However, if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the extended amount column, then the amount set forth in the extended amount column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price. Final payment shall be determined by the City from measured quantities of work performed based upon the unit price.

PROMPT PAYMENT TERMS OFFERED: _____ % _____ DAYS

Note: Payment terms are Net 30 unless otherwise indicated. Should Bidder offer a cash discount for prompt payment, the acceptance date must be taken into consideration. Terms of less than 20 days will be considered net.

BID PROPOSAL
TRAFFIC SIGNAL SWITCHES
NON-COLLUSION DECLARATION

[Note: To be executed by Bidder and Submitted with Bid]

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose. Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date],
at _____ [city], _____ [state].

SIGNATURE:

PRINTED NAME:

TITLE:
